

## **ADDENDUM #1 TO SPEC. 05-048**

### **MANAGEMENT OF PERSHING MUNICIPAL AUDITORIUM**

Addendum #1 to Specification 05-048 for Management of Pershing Municipal Auditorium to be opened on Wednesday, May 4, 2005 at 12:00 noon.

Listed below are the questions and answers to the questions that were asked at the pre-proposal conference that was held on Friday, March 25, 2005.

**Q – 1 Who will make the ultimate decision?**

A – 1 There will be an evaluation committee appointed by the Mayor who will make a recommendation to the Mayor. The Mayor will make the decision which then must be adopted by the City Council.

**Q – 2 If we have minor questions concerning the financials, who will answer them?**

A – 2 All requests must come to Purchasing.

**Q – 3 Are there any unions involved?**

A – 3 Yes, stagehands are in the first year of a three-year contract. Contract attached.

**Q – 4 Is there a non-compete clause?**

A – 4 Yes, within 150 mile radius. However, the present firm has been given permission to operate or manage in Council Bluffs.

**Q – 5 What is your fiscal year?**

A – 5 September 1 through August 31

**Q – 6 Are there any services provided free to Pershing like security by Police or grass cutting?**

A – 6 No.

**Q – 7 Can we get a list of events held for the last two years?**

A – 7 See attached.

**Q – 8 Are there any trade or barter agreements?**

A – 8 None that amount to anything.

**Q – 9 Can we get a food and beverage menu along with the prices?**

A – 9 See attached.

**Q – 10 What is your web site for addendums?**

A – 10 <http://www.lincoln.ne.gov/city/finance/purch/spec/2005/page1.htm>  
Go down to Spec. 05-048

**Q – 11 How is security handled?**

A – 11 Security is handled in-house and if required, they will work with outside contractors.

**Q – 12 How are concessions handled?**

A – 12 In-house.

All other terms and conditions to remain unchanged.

Dated this 28th day of March 2005.

Purchasing Department

Vince M. Mejer  
Purchasing Agent

dw



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## LETTER OF UNDERSTANDING FOR CONTRACTED SERVICES

The following is a summary of terms under which Pershing / SMG seeks to engage the services of IATSE Local 151 as a contracted provider of professional staging and production services.

### RATES AND PAYROLL:

SMG will pay the following rates to Local 151. Local will use an established payroll service to ensure that the citizenship of all of Local's workers is verified and that proper tax and other withholdings are processed on worker wages:

	As of 03/01/04	As of 03/01/05	As of 03/01/06
Deck Hands	\$18.00/hour	\$18.60/hour	\$19.15/hour
Riggers Up / High	\$25.75/hour	\$26.50/hour	\$27.30/hour
Down / Ground	\$23.70/hour	\$24.40/hour	\$25.15/hour
Forklift Operators	\$19.10/hour	\$19.63/hour	\$20.25/hour
Loaders	\$26.25/hour	\$27.05/hour	\$27.90/hour
Department Heads/House light & Spotlight Operators	\$20.10/hour	\$20.70/hour	\$21.30/hour

For the running of a performance, SMG will pay as of 03/01/04, \$72.50/\$80.50 per hand/dept head (as of 03/01/05, \$74.50/\$83.00; as of 03/01/06, \$76.50/\$85.25) for 3.5 hours of work, including 1/2 hour of preparation time for SMG promoted shows. Additionally it is agreed that a rate of 3.0 hours plus 1/2 hour of prep time will be charged for rental dates. Should the actual duration of the performance exceed this call period, hands will be paid at 150% of the hourly rate stated above for time worked on the performance call in excess of either 3.5 or 3.0 hours as per above rate schedule. The hours per show rate is negotiable at the end of contract term.

Runner Rate is a flat \$150.00 inclusive of administrative charge of 23%.



An SMG Managed Facility

**MINIMUM CALL LENGTH:**

Load-In	4 hours
Performance	Concert 3.5 or 3 hours (with 1/2 hour preparation) Convention & Meetings 3.0 (with 1/2 preparation)
Load-Out	3 hours

The number of workers working calls will be in accordance with the production needs of the event, and will be determined solely by Pershing / SMG.

**OTHER BILLABLE EXPENSE:**

Local 151 will be allowed to bill labor at rates set out above plus up to 23.0% for payroll expenses, Workers Compensation Insurance, and other expenses directly associated with personnel wages. Of the 23% billed by Local 151, Pershing / SMG will reimburse IATSE 22.0% to cover their share of expenses.

**MEALS:**

Workers, after working five continuous hours, will receive one of the following:

- 1/2 hour break if meal is provided on site
- 1 hour break if no meal is provided
- 1 hour extra pay if no meal or break is provided

The Performer's production advance determines whether or not the local crew will be fed any meals. Local 151 members cannot assume they will be fed nor should they eat after they are off the clock unless Performers production invites them to eat.

**OVERTIME:**

Pershing / SMG will pay Local 151 150% of regular rates stated above for contracted work that meets either of the following criteria:

- Work beyond 8 regular rate hours in one call -- all categories
- Work of the performance call in excess of 3.5 or 3.0 (plus prep time) hours.
- Work between midnight and 2:00 a.m. -- all categories.
- Work between 6:00 a.m. and 8:00 a.m.

Pershing / SMG will pay Local 151 200% of regular rate stated above for contracted actual work hours that are between the hours of 2:00 a.m. and 6:00 a.m.

**PRODUCTION (TV) RATE**

Pershing / SMG will pay Local 151 150% of regular rates for show call involving Television / Production\*.

Pershing / SMG will pay Local 151 115% of regular rates for load in and load out of a show involving Television / Production\*.

\* Television would always require the above rates. Other "Productions" that may apply will be negotiated on a per event basis.

**INSURANCE REQUIREMENTS:**

(A) Local 151 shall carry a policy of Commercial General Liability Insurance (Insurance Services Office form or equivalent approved by Pershing / SMG) covering Local 151 for the period of this agreement providing coverage on an "occurrence" basis (as opposed to "claims made"), with a combined liability policy limit not less than \$2,000,000, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability Policy or equivalent policy, or by such Policy in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided that the coverage afforded under any such Umbrella or Excess Liability Policy is at least as broad as that afforded by underlying Commercial General Liability Policy (or equivalent underlying policy), and further, that the City of Lincoln, Pershing Auditorium, and SMG are included as Additional Insurers there under.

Such Comprehensive General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded there under, so long as such aggregated limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or "retention" amount does not cause Local 151's total deductible or retention for each occurrence to exceed the amount shown in the provision immediately below.

Local 151's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring to remain responsible for a stated amount of percentage of each covered loss; provided, however, that such deductible, retention or participation amount shall not exceed \$5,000.00 each occurrence.

(B) All policies of insurance required under this paragraph shall be issued by financially responsible insurers reasonable acceptable to SMG. An insurer with a current A.M. Best Company rating of at least A:VII shall be deemed to be acceptable.

(C) At the request of Pershing / SMG, Local 151 shall promptly furnish loss information concerning all liability claims brought against Local 151 (or any other insured under Local 151's required policies), that may affect the amount of liability insurance available for the benefit and protection of SMG and the City under this provision. Such loss information shall include such specifics and be in such form as SMG and the City may reasonably require.

(D) Local 151 agrees to indemnify, defend and hold harmless the City of Lincoln, Pershing Auditorium, and SMG from any claim or loss or damage arising out of the actions, errors, or omissions of Local 151 members in the course of their services under this agreement.

(E) Local 151 will maintain Workers Compensation coverage for the term of this agreement in conformance with statutory dictates.

**NON-EXCLUSIVE SERVICE PROVIDER:**

On those occasions when Local 151 cannot meet the staffing demands of an event, Pershing / SMG will supplement Local's call with its own personnel or with another service provider.

**SAFETY & HEALTH MEASURES:**

Local 151 shall at all times comply with Occupational Safety and Health Standards, Rules, Regulations and orders promulgated by the United States Labor Department and prevailing agencies of the State of Nebraska. Local 151 agrees to comply with Pershing / SMG / City of Lincoln requirements relating to the use of safety equipment, safety procedures, smoking regulations and non use of alcohol or other intoxicating substances.

**NON-DISCRIMINATION:**

Local 151 agrees that no individuals or employees of Local 151 will be discriminated against because of race, color, creed, religion, national origin, sex or sexual preference.

**RIGHTS RESERVED:**

In the event the performance of any Local 151 employee fails to be in keeping with the general standards of SMG and Pershing Auditorium, SMG reserves the right to ask Local 151 to refrain from using said employee for working in Pershing or for any other SMG event, and Local 151 will comply with said request.

**BUILDING POLICY COMPLIANCE**

Local 151 / SMG / Pershing will neither condone nor tolerate sexual harassment of an employee of Local 151, Pershing Center, the City of Lincoln, clients or patrons. For the health and safety of every employee, client and patron, the use, consumption, possession, distribution, dispensation or sale of illegal drugs or drug paraphernalia, the abuse of legally prescribed drugs and the unauthorized use or possession of alcohol or inhalants on SMG / City of Lincoln premises or while on SMG / City of Lincoln business elsewhere is strictly prohibited. Pershing is a non-smoking building and Local 151 employees are required to abide by that policy.

**TERM:**

These rate and terms will be in effect from date of signing until March 1, 2007.

**ATTACHMENTS:**

For this Letter of Understanding to be in force, there shall be attached documentation testifying to the following:

**EXHIBIT I:** Contract for services of professional payroll service for Local 151

**EXHIBIT II:** Worker Compensation coverage consistent with statutory requirements.  
Certificate Required.

**EXHIBIT III:** Liability insurance insuring SMG, Pershing Center and the City of Lincoln, Nebraska, against hazards caused by employees of Local 151, as set forward in this agreement. Certificate Required.

\_\_\_\_\_  
SIGNATURE

**TONY POLANKA JR.**  
BUSINESS AGENT  
I.A.T.S.E. / LOCAL 151

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**THOMAS E. LORENZ**  
General Manager  
SMG d/b/a PERSHING CENTER  
UNDER THE DIRECTION OF THE CITY  
OF LINCOLN

\_\_\_\_\_  
DATE



**Pershing Center**

**Event Listing**

**September 1, 2003 to August 31, 2004**

**September**

World Discount Club  
Nebraska Lottery  
AA Meetings

**October**

Travis Tritt  
Train  
TMS - Tech Rehearsal  
AA Meetings  
Bear in the Big Blue House

**November**

Bear in the Big Blue House  
311 Concert  
Blackjacks Underground  
Midwest Spirit Cheerleading  
Capital City Cloggers Worksheet  
People's City Mission  
Moscow Ballet  
Kiwanis Pancake Fest  
NSAA Volleyball  
AA Meetings

**December**

A Perfect Circle Concert  
St. Elizabeth Party  
TAG Holiday Party  
Very Lary Christmas  
Crystal Gayle - Firefighter Concert  
Kawasaki Party  
Elks Party  
New Years Eve Party  
AA Meetings

**January**

KFOR Bridal Forum  
UNL Show Choir  
UCA Cheerleading  
Lincoln Music Teachers Assoc  
The New Super Sale  
B & R Holiday Party  
B & R Holiday Party  
AA Meetings

**Pershing Center**

**Event Listing**

**September 1, 2003 to August 31, 2004**

February ( B U = Blackjack's Underground)

Sesame Street Live  
The New Super Sale  
Dare 2 Share Youth  
Lipizzan Stallions  
Rascall Flatts  
B U - Bryan McComas  
B U - Soul Dog  
B U - Rockin Fossils/Bar Stool  
LPS All City Music  
Ludacris  
Lincoln Dominators Soup Supper  
Chamber Hospitality Workshop  
LES Dinner  
AA Meetings

March

B U - Finnsters  
B U - Gary Allan  
B U - Delbert McLinton  
Capitals Game #1  
1st Choice Credit Union  
Girls State Basketball  
Boys State Basketball  
Shrine Circus  
Gem & Mineral Show  
Sertoma Pancake  
Taste of Home  
LPS Science Fair  
AA Meetings

April

FFA Convention  
FCCLA State Leadership  
St Marks Easter Service  
Southeast Prom  
AA Meetings  
Capitals Game #2  
Sigma Chi Fight Night  
Andre Koe Illusionist  
Capital City Cloggers  
RC Boxing  
RC Boxing - After Fight Party  
B U - Dark Star  
B U - Little River Band  
OAR Concert

**Pershing Center  
Event Listing  
September 1, 2003 to August 31, 2004**

**May**

Eastern Star  
Lincoln High School Prom  
LPS Foundation Banquet  
Pius X Prom  
Wesleyan Graduation  
Divas Dance Recital  
Dickey Dance Recital  
AA Meetings  
Capitals Game #3  
Capitals Game #4  
Capitol City Christian Church

**June**

LPS Graduation  
Capitals Game #5  
Capitals Game #6  
Capitals Game #7  
KFRX Bridal Forum  
Sand Wedding  
AA Meetings

**July**

AA Meetings  
National Rollerskating

**August**

AA Meetings  
Ribfest  
LAP - Back to School  
Snoop Dogg  
National Rollerskating

**Pershing Center  
Event Listing  
September 1, 2002 to August 31, 2003**

**September**

Capital City Cloggers Worksheet  
AA Meetings

**October**

Newsboys  
World Discount Club  
AA Meetings

**November**

Blue Collar Tour  
First Evangelical Free Church  
Firefighters Benefit Concert  
Dragon Tales  
Kiwanis Pancake Fest  
NSAA Volleyball  
AA Meetings  
Catering Contracts

**December**

James Taylor  
Mission Nebraska Debate  
Brad Paisley  
Lorie Line Concert  
UNL Cornhusker Marching Band  
Peoples City Mission Banquet  
Kawasaki Party  
Elks Party  
AA Meetings

**Pershing Center  
Event Listing  
September 1, 2002 to August 31, 2003**

**January**

KFOR Bridal Forum  
LPS All City Music  
Harlem Globetrotters  
UNL Show Choir  
Teens on Tabbaco  
Phil Vassar  
B & R Holiday Party  
B & R Holiday Party  
Bryan/LGH Party  
Sesame Street Live  
AA Meetings

**February**

World's Toughest Rodeo  
Rodney Carrington  
Sesame Street Live  
UCA Cheerleading  
Dare 2 Share Youth  
Styx/Kansas  
Lincoln Dominators Dinner  
LES Dinner  
Taste of Home  
AA Meetings

**March**

Moody Blues  
Disturbed  
WWE  
1st Choice Credit Union  
Girls State Basketball  
Boys State Basketball  
Shrine Circus  
Gem & Mineral Show  
Sertoma Pancake  
Capitals Game #1  
LPS Science Fair  
AA Meetings

**April**

FFA Convention  
FCCLA State Leadership  
Rehearsal - Counting Crows  
Capital City Cloggers  
Pius X Prom  
St Marks Easter Service  
AA Meetings  
Sigma Chi Fight Night  
Capitals Game #2  
Capitals Game #3  
50 Cent  
Crosby Stills & Nash

**Pershing Center  
Event Listing  
September 1, 2002 to August 31, 2003**

**May**

- Eastern Star
- Lincoln High School Prom
- Lincoln Southeast Prom
- Wesleyan Graduation
- Dickey Dance Recital
- AA Meetings
- Good Charlotte/New Found Glory
- LPS Gold Star Dinner
- Divas Dance Recital
- Capitals Game #4
- Capitals Game #5

**June**

- LPS Graduation
- AA Meetings
- Camp Kindle
- KFRX Bridal Forum
- Capitals Game #6
- Capitals Game #7
- Darryl Worley Concert

**July**

- AA Meetings
- Deftones - Rehearsal
- Deftones
- National Rollerskating

**August**

- AA Meetings
- Back to School - LAP
- Ribfest
- National Rollerskating

Pershing Center  
Concession Prices

Food:

Hot Dogs	8 to 1	\$2.00
Polish Dogs	5 to 1	\$3.00
Grilled Chicken Sandwich	4 oz	\$4.00
Pizza	5.75oz Slice	\$3.00
Popcorn (small)	32 oz tub	\$1.50
Popcorn (large)	84 oz tub	\$2.00
Pretzels	5.5 oz	\$2.00
Side of Cheese	3.4 oz cup	\$1.00
Nachos	3oz bag & 3.4oz cup	\$3.00
Side of Peppers	3 oz cup	\$0.50
Candy	1.75 to 2 oz package	\$1.00
Chips	1.5oz bag	\$1.00

Ice Cream

Ice Cream Sandwich	6 oz	\$1.50
Champ Cone	4.6oz	\$1.50
Chocolate Malt Cup	12 oz	\$2.00
Speedway Sundae	bars	\$2.00

Beverages

Soda - Pepsi (small)	22 oz	\$2.00
Soda - Pepsi (large)	32 oz	\$3.00
Bottled Water	24 oz	\$2.00
Coffee / Hot Chocolate	12 oz	\$1.00
Smoothee	12oz	\$3.00

Liquor

Beer	16 oz	\$4.00
Mikes Hard Lemonade	16 oz plastic bottle	\$4.00
Mixed (well) Drinks	12oz	\$3.00
Premium (call) Drinks	12oz	\$4.00
Wine	5oz	\$3.00